

Kyle P. Kelley, Esq. [State Bar No. 178302]
e-mail: kkelley@kpklaw.com
LAW OFFICES OF KYLE P. KELLEY
433 North Camden Drive, Suite 965
Beverly Hills, California 90210
Telephone: (310) 273-0590
Facsimile: (310) 273-1115

Attorney for Plaintiff
ANTHEM MUSIC & MEDIA GROUP

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

CV12-05829 JFW(JLtx)

ANTHEM MUSIC & MEDIA GROUP, a
Delaware limited liability
company, doing business as THE
BICYCLE MUSIC COMPANY,

Plaintiff,

vs.

FLYER ENTERTAINMENT, INC., a
California Corporation;
TWENTIETH CENTURY FOX HOME
ENTERTAINMENT, a business
entity form unknown,

Defendants.

CASE NO.,

COMPLAINT FOR COPYRIGHT
INFRINGEMENT

DEMAND FOR JURY TRIAL

Plaintiff ANTHEM MUSIC & MEDIA GROUP, a Delaware limited
liability company, doing business as THE BICYCLE MUSIC COMPANY
hereby alleges as follows:

THE PARTIES

1. ANTHEM MUSIC & MEDIA GROUP, is a limited liability
company, organized and existing under the laws of the State of
Delaware, and doing business as THE BICYCLE MUSIC COMPANY
(hereinafter "Bicycle"), with its principal places of business in

1 the city of New York, New York and in the city of Beverly Hills,
2 California.

3 2. Defendant Flyer Entertainment, Inc. ("Flyer") is a
4 corporation organized and existing under the laws of the State of
5 California with its principal place of business in the city and
6 county of Los Angeles, California.

7 3. Plaintiff is informed and believes and based thereon
8 alleges that defendant Twentieth Century Fox Home Entertainment
9 ("FHE") is a corporation organized and existing under the laws of
10 the State of Delaware, with its principal place of business in the
11 city and county of Los Angeles.

12 **JURISDICTION & VENUE**

13 4. This Court has exclusive jurisdiction over plaintiff's
14 claims under 28 U.S.C. §1338 in that the copyright infringement
15 claims alleged arise under the Copyright Act of the United States,
16 17 U.S.C. §501 et seq.

17 5. Venue is proper in this judicial district pursuant to 28
18 U.S.C. 1400(a) because defendants reside in or may be found in this
19 judicial district.

20 **FIRST CLAIM FOR RELIEF**

21 (Copyright Infringement - Against All Defendants)

22 6. Bicycle is the owner and/or administrator of a catalogue
23 of numerous copyrights in musical compositions and sound
24 recordings, which it licenses to various entities for use in film,
25 television and other media outlets.

26 7. As pertains to this lawsuit, Bicycle is the administrator
27 of the copyright in the composition entitled *Doorways* written by
28 Ben Cooper, who performs under the professional name Radical Face

1 (hereinafter "Artist"). Bicycle is also the administrator of
2 Artist's sound recording copyright for *Doorways*, which was released
3 on the Radical Face album entitled *Touch the Sky*. The PA and SR
4 applications for the composition and the sound recording copyright
5 have been filed with the United States Copyright Office.

6 8. This action arises from the use of the *Doorways*
7 composition and master recording by defendant Flyer, the agent of
8 FHE, in connection with a marketing campaign by FHE celebrating the
9 "Year of a Million Moments" (the "Campaign"). Plaintiff is
10 informed and believes and based thereupon alleges that FHE retained
11 Flyer to create various promotional trailers which would be used by
12 FHE to promote the Campaign in theaters, home video and on the
13 internet.

14 9. In or about January, 2011, defendant Flyer, acting as the
15 agent of FHE, requested that Bicycle issue a synchronization
16 license for the *Doorways* composition, for generic use in the
17 Campaign. Bicycle issued a synchronization license for the
18 composition for a term of six (6) weeks for theatrical, television
19 and internet streaming, and five (5) years for home entertainment.
20 The fee for the use was \$35,000. Flyer executed this
21 synchronization license agreement on or about January 7, 2011 and
22 paid the fee on or about January 31, 2011.

23 10. In or about January, 2011, defendant Flyer, acting as the
24 agent of FHE, requested that Morr Music (the predecessor licensor
25 of the sound recording in the United States), issue a Master Use
26 License for the generic Campaign trailer. Morr Music issued the
27 license for the sound recording for a six (6) week term for all
28 media, and five (5) years for DVD/home entertainment. The fee for

1 the use was \$35,000.00. Plaintiff is informed and believes and
2 based thereon alleges that defendant Flyer executed this agreement
3 and paid the fee for the license.

4 11. On or about March 28, 2011, Flyer requested, and Bicycle
5 agreed, that the January 7, 2011 synchronization license be amended
6 to extend the term of the agreement for internet streaming to
7 November 30, 2011 in exchange for the additional payment of \$5,000,
8 which was paid on or about August 31, 2011. Morr Music issued an
9 extension to Master Use License for the use of the sound recording
10 for the same fee, use and term in exchange for payment of \$5,000.

11 12. On or about October 18, 2011, Bicycle issued an
12 additional synchronization license for the Doorways composition for
13 use in a trailer called "Own the Moments" which would be used in
14 the Campaign. This synchronization license had a one (1) year
15 term, commencing on November 1, 2011, and for internet streaming
16 only. The fee for this license was \$12,000, which was paid on
17 December 13, 2011.

18 13. On or about November 1, 2011, Nettwerk Productions, the
19 licensing agency for Artist, issued a Master Use License for use of
20 the sound recording for Doorways by Radical Face in the generic
21 trailer for the Campaign. The license provided for a one year term
22 and a fee of \$12,000.00. A true and correct copy of the Generic
23 License Agreement is attached hereto as Exhibit "A" and
24 incorporated herein by this reference as though set forth in full.

25 14. Defendant Flyer failed and refused to execute and return
26 Exhibit "A", and failed and refused to pay the quoted and mutually
27 agreed upon license fee. Nevertheless, defendants used the sound
28 / / /

1 recording in the generic trailer for the Campaign, in violation of
2 the copyright in the sound recording.

3 15. On or about November 3, 2011, Bicycle issued a
4 synchronization license for the *Doorways* composition for use in a
5 domestic holiday trailer in connection with the Campaign, the term
6 of which was six (6) weeks for the internet and four (4) weeks for
7 theatrical, and the fee for which was \$27,500.00. A true and
8 correct copy of the synchronization license is attached hereto as
9 Exhibit "B" and incorporated herein by this reference as though set
10 forth in full.

11 16. Defendant Flyer failed and refused to execute and return
12 Exhibit "B", and failed and refused to pay the quoted and mutually
13 agreed upon license fee. Nevertheless, defendants used the
14 composition in the domestic holiday trailer, in violation of the
15 copyright in the *Doorways* composition.

16 17. On or about November 4, 2011, Nettwerk Productions issued
17 a Master Use License for the sound recording of *Doorways* by Radical
18 Face, a true and correct copy of which is attached hereto as
19 Exhibit "C" and incorporated herein by this reference as though set
20 forth in full. This master use license was for use of the *Doorways*
21 sound recording in defendants' "Holiday Domestic" trailer for the
22 Campaign, and provided for a term of six (6) weeks for internet
23 use, and four (4) weeks theatrical commencing November 5, 2011.
24 The fee for this license was \$27,500.00.

25 / / /

26 / / /

27 / / /

28 / / /

1 18. Defendant Flyer failed and refused to execute and return
2 Exhibit "C", and failed and refused to pay the and mutually agreed
3 upon license fee. Nevertheless, defendants used the sound
4 recording in the domestic holiday trailer, in violation of the
5 copyright in the *Doorways* sound recording.

6 19. On or about January 25, 2012, Netwerk issued a Master
7 Use License to defendant Flyer, on behalf of FHE, for the sound
8 recording of *Doorways* by Radical Face in the "Own the Moments"
9 trailer used to promote the Campaign, a true and correct copy of
10 which is attached hereto as Exhibit "D" and incorporated herein by
11 this reference as though set forth in full.

12 20. Defendant Flyer failed and refused to execute and return
13 Exhibit "D" and failed and refuse to pay the mutually agreed upon
14 license fee. Nevertheless, defendants used the sound recording in
15 the "Own the Moments" trailer, all in violation of the copyright in
16 the *Doorways* sound recording.

17 21. On or about March 16, 2012, Bicycle issued an amendment
18 to the January 7, 2011 synchronization license to extend the "out
19 of home use" from the date of the Amendment through July 31, 2012,
20 in exchange for an additional payment of \$6,000. A true and
21 correct copy of the Amendment is attached hereto as Exhibit "E" and
22 incorporated herein by this reference as though set forth in full
23 herein.

24 22. Defendant Flyer failed and refused to execute and return
25 Exhibit "E", and failed and refused to pay the and mutually agreed
26 upon license fee. Nevertheless, defendants continued using the
27 composition in the generic trailer in the "out of home use"

28 / / /

1 category, all in violation of the copyright in the *Doorways*
2 composition.

3 23. On or about March 30, 2012, Nettwerk Productions issued
4 a Master Use License for the *Doorways* sound recording to defendants
5 in the "Own the Moment" trailer as part of the Campaign, for a term
6 commencing on March 16, 2012 and expiring on July 31, 2012, in
7 exchange for payment of an additional license fee of \$6,000.00. A
8 true and correct copy of the Master Use License is attached hereto
9 as Exhibit "F" and incorporated herein by this reference as though
10 set forth in full.

11 24. Defendant Flyer failed and refused to execute and return
12 Exhibit "F", and failed and refused to pay the quoted and mutually
13 agreed upon license fee. Nevertheless, defendants used the sound
14 recording in the "Own the Moments" trailer, in violation of the
15 copyright in the *Doorways* sound recording.

16 25. As a direct and proximate result of defendants'
17 infringement and the distribution and performance of the infringing
18 work, plaintiffs have been damaged in an amount according to proof
19 at trial. As a further direct and proximate result of defendants'
20 infringement, defendants have been unjustly enriched by the use of
21 the trailer, in an amount according to proof at trial, which
22 profits should be disgorged.

23 WHEREFORE, plaintiff prays judgment against the defendants,
24 and each of them, as follows:

25 1. For actual damages in an amount according to proof at
26 trial;

27 / / /

28 / / /

2. For an order requiring defendants to disgorge all profits attributable to the sale, distribution and performance of the infringing work;

3. For an order enjoining the further use of the sound recording and the composition;

4. For pre-judgment interest;

5. For costs of suit; and

6. For such other and further relief as may be just and proper.

Dated: July 4, 2012

Law Offices of Kyle P. Kelley

By: /s/
 Kyle P. Kelley
 Attorney for Plaintiff

DEMAND FOR JURY

Plaintiff hereby demands trial by jury.

Dated: July 5, 2012

Law Offices of Kyle P. Kelley

By: _____ /s/

Kyle P. Kelley

Attorney for Plaintiffs

MASTER USE LICENSE
ADVERTISEMENT

This Master Use License Agreement (the "Agreement") is made and entered into as of November 1, 2011 by and between Netzwerk Productions ("Licensor") and Flyer Entertainment ("Licensee").

- A. Licensor is the exclusive owner of those certain master recordings (the "Master"), including the sound recording copyrights therein, embodying the musical performance of Radical Face (the "Artist") of the musical composition entitled "Doorways" (the "Composition").
- B. Licensee as agent for Fox (the "Client") is engaged in the business of producing advertisements and, with respect thereto, has produced an advertisement entitled "Own The Moments International" (the "Advertisement").
- C. Licensee desires to utilize the Master in connection with the creation of the Advertisement and the marketing of Fox Million Moments (the "Product").

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:

- 1. **USE:** The length, number and type of uses of the Master to be licensed by Licensee hereunder is as follows:
 - a.

	Length	Type
a.	Up to 1:37	Background Vocal
- 2. **TERRITORY:** The territory covered under this license shall be the World (the "Territory").
- 3. **GRANT OF RIGHTS:** Subject to the terms hereof, Licensor hereby grants to Licensee as agent for the Client the non-exclusive, limited right, license and authority to do any or all of the following only:
 - a. To record and to re-record and dub throughout the Territory the aforesaid type and use of the Master in synchronization or timed relation with the Advertisement for the Product, but not otherwise, and to make copies of such Advertisement containing the Master, all in accordance with the terms, conditions, and limitations set forth herein. Licensor shall supply Licensee, upon Licensee's request, with a tape copy of the Master for use as specified herein, and Licensee shall pay Licensor's usual charges in connection with the making and delivering of any such tape copy;
 - b. To exhibit the Master as embodied in the Advertisement, and portions thereof, to audiences throughout the Territory by means of Internet exhibition, all in

accordance with the terms, conditions, limitations, and reservations hereinafter set forth.

4. TERM: The Master may be used in the Program for a term of one (1) year, commencing November 1, 2011 and ending October 31, 2012 (the "Term").
5. ANCILLARY PAYMENTS: Licensee shall make any and all payments to all musicians, vocalists, arrangers, and copyists whose performances are embodied in the Master which may be required under the American Federation of Musicians Labor Agreement, the American Federation of Television and Radio Artists Labor Agreement, or any other applicable and binding union agreement in connection with the so-called "re-use" of the Master. Further, Licensee shall make any and all necessary synchronization license payments to the publisher(s) of the compositions embodied in the Master. Licensee shall indemnify Licensor and hold Licensor free and harmless from and against any and all claims, liabilities, costs, losses, damages or expenses, including reasonable attorney's fees and court costs, arising out of any failure or breach by Licensee with respect to its obligations as set forth in this paragraph.
6. MASTER USE FEE: For the use of the Master in connection with the Advertisement as set out in paragraph 3 above, Licensee shall pay to Licensor the sum of Twelve Thousand United States Dollars (USD \$12,000.00) (the "Fee") on a most favoured nations basis with the licensor of the rights in the Composition used in the Advertisement provided that such licensor is granting substantially the same rights in the Composition as Licensor has granted in the Master hereunder;
7. PAYMENT DEFAULT:
 - a. Licensee shall pay Fee no later than Thirty (30) days following the date of receipt of the Agreement if delivered via courier or email, or Forty (40) days from date of postmark if delivered via regular post. In the event that Licensee fails to pay to Licensor the Fee as specified herein, Licensor shall give Licensee written notice that, unless such default is remedied within Thirty (30) days from receipt of the notice, such default shall constitute a breach of this Agreement and an infringement of the Licensor's copyright in the Master;
 - b. Licensor's rights and remedies in the event of a breach or alleged breach of this Agreement by Licensee, other than a failure by the Licensee to pay the Fee to the Licensor, shall be limited to Licensor's right, if any, to recover damages in an action at law and in no event shall Licensor be entitled by reason of any breach or alleged breach to enjoin, restrain or seek to enjoin or restrain the distribution or other exploitation of the Advertisement.
8. NON-EXCLUSIVITY: All rights granted hereunder are granted on a non-exclusive basis and Licensor shall have the right to grant similar licenses for the use of the Master to other licensees without limitation.

9. RESERVATION OF RIGHTS: This Agreement does not authorize or permit any use of the Master not expressly set forth herein, and all other rights are expressly reserved. By way of clarification and not in limitation thereof, this license does not grant the right to record the Master on any phonograph records, cassettes, compact discs, or other sound-only configurations now known or unknown.
10. LICENSOR WARRANTY: Licensor warrants that it (i) owns or controls all rights in and to the Master and that the consent of no other party is required in connection with Licensee's use of the Master as herein authorized, with the exception of the parties set forth in paragraph 5 hereof, which consent Licensee shall obtain, and (ii) that it has the legal right to grant this license, and this license is given and accepted without any other warranty or recourse. If said warranty shall be breached in whole or in part, Licensor shall either re-pay to Licensee the consideration theretofore paid to Licensor by Licensee for this license, to the extent of the part thereof which is breached, or shall hold Licensee harmless to the extent of the consideration theretofore paid to the Licensor by Licensee for this license. In no event shall Licensor's total liability exceed the amounts received by it hereunder.
11. LEGAL ACTION: This Agreement shall be governed by and subject to the laws of the State of California, applicable to agreements made and to be wholly performed within such state.
12. ASSIGNABILITY: Licensee and Licensor shall have the right to assign this Agreement and any rights granted to Licensee or Licensor hereunder, and any of their respective obligations hereunder, to any third party, in which event this license shall be binding upon and shall inure to the benefit of the respective successors and/assigns of the parties hereto; provided, however, that Licensee and Licensor shall remain secondarily liable with regard to their respective duties under this Agreement.
13. NOTICES: All notices hereunder shall be in writing and shall be given by personal delivery to an officer of Licensee or Licensor, or by mail in the United States mail, postage pre-paid, or by telecopier, or by telegraph with all charges pre-paid, at the addresses set forth herein, or such other address as either Licensee or Licensor may designate by notice to the other, and the date of such personal delivery, mailing, telecopying, or telegraphing shall be the time of the giving of such notice.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date and year first above written.

FLYER ENTERTAINMENT

NETTWERK PRODUCTIONS

FED ID# 98-0180464

By: _____

By: _____

Title: _____

Title: BUSINESS AFFAIRS

An authorized signatory

An authorized signatory

Address:

Address:

12100 Olympic Blvd., Suite 335

1650 West 2nd Avenue

Los Angeles, CA 90064

Vancouver, BC V6J 4R3

USA

Canada

SYNCHRONIZATION LICENSE

This synchronization license agreement ("Agreement") is entered into as of November 3, 2011 by and between Anthem Music and Media Group d/b/a The Bicycle Music Company c/o Penny Farthing Music (ASCAP) o/b/o Roy Berry Works At Planet Radio (ASCAP), 449 South Beverly Drive, Suite 300, Beverly Hills, CA 90212 ("Licensor") and Flyer Entertainment, 12100 Olympic Blvd #335, Los Angeles, CA 90064 o/b/o its client, Fox Home Entertainment (collectively "Licensee").

1. Licensee is engaged in the home entertainment business and in connection therewith is producing and/or distributing a promotional trailer entitled Fox Million Moments "Holiday Domestic" ("Trailer").
2. Licensor owns and/or controls 100% of the composition entitled **"DOORWAYS"** written by Benjamin Cooper as performed by Radical Face ("Composition").
3. Territory: The territory covered by this Agreement is North America.
4. Term: The term of this Agreement shall be for a period of six (6) weeks for internet commencing from November 4, 2011 and four (4) weeks for theatrical exhibition commencing from November 7, 2011.
5. Use: Background vocal for approximately two (2) minutes (2:00).
6. Media: All forms of theatrical and internet (streaming only).
7. Intentionally deleted.
8. License Fee: The fee set forth herein is Twenty-Seven Thousand Five Hundred U.S. Dollars (\$27,500.00) for use of the Composition in the Trailer payable upon execution of this Agreement. Notwithstanding anything to the contrary contained herein, the consideration paid to Licensor hereunder shall be no less than that accorded to the master owner who has licensed their respective rights to Licensee for use in the Trailer.
9. Grant of Rights: In consideration of the payment of the License Fee, Licensor hereby grants to Licensee the non-exclusive right throughout the Territory to cause or authorize the fixation of the Composition in the Trailer and to distribute and/or broadcast the Trailer for use in the Media.
10. Performance Rights: At the end of each calendar quarter during which the Trailer is broadcast, Licensee shall furnish Licensor with reports of all broadcast media buys made by Licensee with respect to the Trailer, including the names of the stations over which the Trailer is broadcast and the time, date and ISCI code for such broadcast.

11. Reservation of Rights: Licensors specifically reserves unto itself all rights of every kind and nature except those specifically granted to Licensee herein.

12. Licensors Warranty and Indemnification: Licensors warrants that it has the legal right to grant the rights specified hereunder and that the proper exercise by Licensee of the rights granted herein will not infringe upon the rights of any third party. Licensors shall indemnify, defend and hold Licensee harmless against any claims, liabilities, losses or damages actually incurred by Licensee as a result of Licensors breach of this warranty but in no event shall Licensors aggregate liability exceed the amount of the License Fee paid to Licensors hereunder.

13. Licensees Warranty and Indemnification: Licensee will indemnify and hold harmless Licensors from any and all claims, liabilities, losses and damages arising from any breach of Licensees warranties, representations or agreements under this Agreement or in any way resulting from or connected with Licensees use of the Composition other than as authorized herein. Licensee further warrants and represents that it has not exploited or authorized the exploitation of and will not exploit or authorize the exploitation of the Composition in any media or context other than the approved use as set forth herein, and any such unauthorized use constitutes intentional infringement by Licensee as defined under the Copyright Act and shall entitle Licensors to all applicable remedies thereunder in addition to any other rights and remedies Licensors may have in law or in equity.

14. Copy: Licensee shall provide Licensors with two (2) DVD copies of each basic version of the Trailer within 30 days from the first broadcast of the Trailer.

15. Conditions Precedent: The license granted herein shall be of no force or effect until Licensee pays the License Fee specified herein and until this Agreement is fully executed by Licensee and Licensors. This license shall terminate upon notice to Licensee in the event of any material breach of the obligations hereunder by the Licensee or its permitted successors and assigns or Licensees distributor(s), provided that Licensors has notified Licensee of any curable breach or non-performance in writing and Licensee fails to cure same within ten (10) days after the sending of such notice. Any termination which occurs pursuant to this paragraph shall render the use of the Composition in the Trailer unauthorized, and Licensors shall thereupon be entitled to any and all legal and equitable remedies. Notwithstanding any such termination, Licensors shall have the right to retain as its property all sums paid by Licensee to Licensors hereunder, free of any claim by Licensee.

16. Assignment: This Agreement shall inure to and be binding upon the parties and their respective heirs, successors and assigns provided, however, that without Licensors prior written consent Licensee shall not assign, license or otherwise transfer or encumber directly or indirectly (including by means of a stock or an asset transfer of any nature) any of its rights or obligations hereunder to any person or entity. If Licensee does so assign, license, transfer or encumber any of its rights or obligations hereunder, this Agreement shall automatically terminate

and be of no further force and effect, and all rights granted hereunder shall revert to Licensor.

17. Entire Agreement: This instrument constitutes the entire agreement of the parties relating to the subject matter hereof, and any prior agreement, understanding, representations and commitments concerning such subject matter are hereby superseded and terminated in their entirety and are of no further force or effect. There are no contemporaneous oral agreements between the parties hereto relating to the subject matter hereof, and the parties have not executed this Agreement in reliance upon any representation or promise other than those specified herein. This Agreement can be modified or terminated only by a written instrument executed by both parties.

18. Choice of Law: This Agreement shall be deemed to have been made in the State of California, and the validity of this Agreement and the construction, interpretation, and enforcement thereof, and the rights of the parties therein, shall be determined under, governed by and construed in accordance with the laws of the State of California. The parties hereto agree that all actions or proceedings arising at law or in equity in connection with this agreement shall be tried and litigated only in the state and federal courts located in the County of Los Angeles, State of California, which shall have exclusive subject matter jurisdiction over the parties hereto and shall be the exclusive venue of such matters. Notwithstanding the foregoing, the parties further agree that Licensor shall have the right to initiate equitable proceedings in any other court which would have subject matter jurisdiction over the matter in controversy in the absence of the language deeming the contract to have been made in California. If, in any action, suit, or other proceeding, a controversy or dispute arises which is based on or related to this Agreement or any provision hereof, the party prevailing therein shall be entitled to recover as an element of its costs of suit, separate and apart from damages, all reasonable attorneys' fees incurred therein, whether or not such action, suit, or proceeding proceeds to final judgment. No such sum for attorneys' fees shall reduce the amount of a judgment, and the amount of a judgment shall not be considered in determining whether such fees are reasonable.

ACCEPTED AND AGREED:

<p>Licensor: Anthem Music and Media Group d/b/a The Bicycle Music Company 449 South Beverly Drive, Suite 300 Beverly Hills, CA 90212</p> <p>By: _____ Evelyn J. Paglinawan Director, Licensing & Legal Affairs</p>	<p>Licensee: Flyer Entertainment o/b/o its client, Fox Home Entertainment 12100 Olympic Blvd #335 Los Angeles, CA 90064</p> <p>By: _____ An authorized signatory</p>
--	--

MASTER USE LICENSE
ADVERTISEMENT

This Master Use License Agreement (the "Agreement") is made and entered into as of November 4, 2011 by and between Nettwerk Productions ("Licensor") and Flyer Entertainment ("Licensee").

- A. Licensor is the exclusive owner of those certain master recordings (the "Master"), including the sound recording copyrights therein, embodying the musical performance of Radical Face (the "Artist") of the musical composition entitled "Doorways" (the "Composition").
- B. Licensee as agent for Fox Million Moments (the "Client") is engaged in the business of producing and exploiting television advertisements and, with respect thereto, has produced an advertisement entitled "Holiday Domestic" (the "Advertisement").
- C. Licensee desires to utilize the Master in connection with the creation of the Advertisement and the marketing of Fox Million Moments (the "Product").

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:

- 1. **USE:** The length, number and type of uses of the Master to be licensed by Licensee hereunder is as follows:
 - a.

	Length	Type
a.	0:60	Background Vocal
- 2. **TERRITORY:** The territory covered under this license shall be North America (the "Territory").
- 3. **GRANT OF RIGHTS:** Subject to the terms hereof, Licensor hereby grants to Licensee as agent for the Client the non-exclusive, limited right, license and authority to do any or all of the following only:
 - a. To record and to re-record and dub throughout the Territory the aforesaid type and use of the Master in synchronization or timed relation with the Advertisement for the Product, but not otherwise, and to make copies of such Advertisement containing the Master, all in accordance with the terms, conditions, and limitations set forth herein. Licensor shall supply Licensee, upon Licensee's request, with a tape copy of the Master for use as specified herein, and Licensee shall pay Licensor's usual charges in connection with the making and delivering of any such tape copy;

- b. To exhibit the Master as embodied in the Advertisement, and portions thereof, to audiences throughout the Territory by means of Internet and theatrical all in accordance with the terms, conditions, limitations, and reservations hereinafter set forth.
4. TERM: The Master may be used in the Program for a term of four (4) weeks for theatrical uses commencing November 4, 2011 and six (6) weeks for Internet use commencing November 5, 2011 (the "Term").
5. ANCILLARY PAYMENTS: Licensee shall make any and all payments to all musicians, vocalists, arrangers, and copyists whose performances are embodied in the Master which may be required under the American Federation of Musicians Labor Agreement, the American Federation of Television and Radio Artists Labor Agreement, or any other applicable and binding union agreement in connection with the so-called "re-use" of the Master. Further, Licensee shall make any and all necessary synchronization license payments to the publisher(s) of the compositions embodied in the Master. Licensee shall indemnify Licensor and hold Licensor free and harmless from and against any and all claims, liabilities, costs, losses, damages or expenses, including reasonable attorney's fees and court costs, arising out of any failure or breach by Licensee with respect to its obligations as set forth in this paragraph.
6. MASTER USE FEE: For the use of the Master in connection with the Advertisement as set out in paragraph 3 above, Licensee shall pay to Licensor the sum of Twenty Seven Thousand Five Hundred United States Dollars (USD \$27,500.00) (the "Fee") on a most favoured nations basis with the licensor of the rights in the Composition used in the Advertisement provided that such licensor is granting substantially the same rights in the Composition as Licensor has granted in the Master hereunder.
7. PAYMENT DEFAULT:
 - a. Licensee shall pay Fee no later than Thirty (30) days following the date of receipt of the Agreement if delivered via courier or email, or Forty (40) days from date of postmark if delivered via regular post. In the event that Licensee fails to pay to Licensor the Fee as specified herein, Licensor shall give Licensee written notice that, unless such default is remedied within Thirty (30) days from receipt of the notice, such default shall constitute a breach of this Agreement and an infringement of the Licensor's copyright in the Master;
 - b. Licensor's rights and remedies in the event of a breach or alleged breach of this Agreement by Licensee, other than a failure by the Licensee to pay the Fee to the Licensor, shall be limited to Licensor's right, if any, to recover damages in an action at law and in no event shall Licensor be entitled by reason of any breach or alleged breach to enjoin, restrain or seek to enjoin or restrain the distribution or other exploitation of the Advertisement.

8. NON-EXCLUSIVITY: All rights granted hereunder are granted on a non-exclusive basis and Licensor shall have the right to grant similar licenses for the use of the Master to other licensees without limitation.
9. RESERVATION OF RIGHTS: This Agreement does not authorize or permit any use of the Master not expressly set forth herein, and all other rights are expressly reserved. By way of clarification and not in limitation thereof, this license does not grant the right to record the Master on any phonograph records, cassettes, compact discs, or other sound-only configurations now known or unknown.
10. LICENSOR WARRANTY: Licensor warrants that it (i) owns or controls all rights in and to the Master and that the consent of no other party is required in connection with Licensee's use of the Master as herein authorized, with the exception of the parties set forth in paragraph 5 hereof, which consent Licensee shall obtain, and (ii) that it has the legal right to grant this license, and this license is given and accepted without any other warranty or recourse. If said warranty shall be breached in whole or in part, Licensor shall either re-pay to Licensee the consideration theretofore paid to Licensor by Licensee for this license, to the extent of the part thereof which is breached, or shall hold Licensee harmless to the extent of the consideration theretofore paid to the Licensor by Licensee for this license. In no event shall Licensor's total liability exceed the amounts received by it hereunder.
11. LEGAL ACTION: This Agreement shall be governed by and subject to the laws of the State of California, applicable to agreements made and to be wholly performed within such state.
12. CUE SHEET: Licensee shall prepare and deliver to Licensor a cue sheet for the Advertisement containing the Master, indicating the use and time sequence of the Master, within a reasonable time after such version has been first exhibited.
13. ASSIGNABILITY: Licensee and Licensor shall have the right to assign this Agreement and any rights granted to Licensee or Licensor hereunder, and any of their respective obligations hereunder, to any third party, in which event this license shall be binding upon and shall inure to the benefit of the respective successors and/assigns of the parties hereto; provided, however, that Licensee and Licensor shall remain secondarily liable with regard to their respective duties under this Agreement.
14. NOTICES: All notices hereunder shall be in writing and shall be given by personal delivery to an officer of Licensee or Licensor, or by mail in the United States mail, postage pre-paid, or by telecopier, or by telegraph with all charges pre-paid, at the addresses set forth herein, or such other address as either Licensee or Licensor may designate by notice to the other, and the date of such personal

delivery, mailing, telecopying, or telegraphing shall be the time of the giving of such notice.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date and year first above written.

FLYER ENTERTAINMENT

NETTWERK PRODUCTIONS

FED ID# 98-0180464

By: _____

By: _____

Title: _____

Title: BUSINESS AFFAIRS

An authorized signatory

An authorized signatory

Address:

Address:

12100 Olympic Blvd., Suite 335
Los Angeles, CA 90064
U.S.A.

1650 West 2nd Avenue
Vancouver, BC V6J 4R3
Canada

MASTER USE LICENSE
ADVERTISEMENT

This Master Use License Agreement (the "Agreement") is made and entered into as of January 25th, 2012 by and between Netzwerk Productions ("Licensor") and Flyer Entertainment ("Licensee").

- A. Licensor is the exclusive owner of those certain master recordings (the "Master"), including the sound recording copyrights therein, embodying the musical performance of Radical Face (the "Artist") of the musical composition entitled "Doorways" (the "Composition").
- B. Licensee as agent for Fox Million Moments (the "Client") is engaged in the business of producing and exploiting television advertisements and, with respect thereto, has produced an advertisement entitled "Own The Moments International" (the "Advertisement").
- C. Licensee desires to utilize the Master in connection with the creation of the Advertisement and the marketing of Fox Million Moments (the "Product").

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:

- 1. USE: The length, number and type of uses of the Master to be licensed by Licensee hereunder is as follows:
 - a.

	Length	Type
	Up to 1:37	Background Vocal
- 2. TERRITORY: The territory covered under this license shall be The World (the "Territory").
- 3. GRANT OF RIGHTS: Subject to the terms hereof, Licensor hereby grants to Licensee as agent for the Client the non-exclusive, limited right, license and authority to do any or all of the following only:
 - a. To record and to re-record and dub throughout the Territory the aforesaid type and use of the Master in synchronization or timed relation with the Advertisement for the Product, but not otherwise, and to make copies of such Advertisement containing the Master, all in accordance with the terms, conditions, and limitations set forth herein. Licensor shall supply Licensee, upon Licensee's request, with a tape copy of the Master for use as specified herein, and Licensee shall pay Licensor's usual charges in connection with the making and delivering of any such tape copy;

- b. To exhibit the Master as embodied in the Advertisement, and portions thereof, to audiences throughout the Territory by means of All Internet Media all in accordance with the terms, conditions, limitations, and reservations hereinafter set forth.
4. TERM: The Master may be used in the Program for a term of two (2) months commencing October 31st, 2012 – December 31st, 2012 (the "Term").
5. ANCILLARY PAYMENTS: Licensee shall make any and all payments to all musicians, vocalists, arrangers, and copyists whose performances are embodied in the Master which may be required under the American Federation of Musicians Labor Agreement, the American Federation of Television and Radio Artists Labor Agreement, or any other applicable and binding union agreement in connection with the so-called "re-use" of the Master. Further, Licensee shall make any and all necessary synchronization license payments to the publisher(s) of the compositions embodied in the Master. Licensee shall indemnify Licensor and hold Licensor free and harmless from and against any and all claims, liabilities, costs, losses, damages or expenses, including reasonable attorney's fees and court costs, arising out of any failure or breach by Licensee with respect to its obligations as set forth in this paragraph.
6. MASTER USE FEE: For the use of the Master in connection with the Advertisement as set out in paragraph 3 above, Licensee shall pay to Licensor the sum of Three Thousand Five Hundred United States Dollars (USD \$3,500.00) (the "Fee") on a most favoured nations basis with the licensor of the rights in the Composition used in the Advertisement provided that such licensor is granting substantially the same rights in the Composition as Licensor has granted in the Master hereunder.
7. PAYMENT DEFAULT:
 - a. Licensee shall pay Fee no later than Thirty (30) days following the date of receipt of the Agreement if delivered via courier or email, or Forty (40) days from date of postmark if delivered via regular post. In the event that Licensee fails to pay to Licensor the Fee as specified herein, Licensor shall give Licensee written notice that, unless such default is remedied within Thirty (30) days from receipt of the notice, such default shall constitute a breach of this Agreement and an infringement of the Licensor's copyright in the Master;
 - b. Licensor's rights and remedies in the event of a breach or alleged breach of this Agreement by Licensee, other than a failure by the Licensee to pay the Fee to the Licensor, shall be limited to Licensor's right, if any, to recover damages in an action at law and in no event shall Licensor be entitled by reason of any breach or alleged breach to enjoin, restrain or seek to enjoin or restrain the distribution or other exploitation of the Advertisement.

8. NON-EXCLUSIVITY: All rights granted hereunder are granted on a non-exclusive basis and Licensor shall have the right to grant similar licenses for the use of the Master to other licensees without limitation.
9. RESERVATION OF RIGHTS: This Agreement does not authorize or permit any use of the Master not expressly set forth herein, and all other rights are expressly reserved. By way of clarification and not in limitation thereof, this license does not grant the right to record the Master on any phonograph records, cassettes, compact discs, or other sound-only configurations now known or unknown.
10. LICENSOR WARRANTY: Licensor warrants that it (i) owns or controls all rights in and to the Master and that the consent of no other party is required in connection with Licensee's use of the Master as herein authorized, with the exception of the parties set forth in paragraph 5 hereof, which consent Licensee shall obtain, and (ii) that it has the legal right to grant this license, and this license is given and accepted without any other warranty or recourse. If said warranty shall be breached in whole or in part, Licensor shall either re-pay to Licensee the consideration theretofore paid to Licensor by Licensee for this license, to the extent of the part thereof which is breached, or shall hold Licensee harmless to the extent of the consideration theretofore paid to the Licensor by Licensee for this license. In no event shall Licensor's total liability exceed the amounts received by it hereunder.
11. LEGAL ACTION: This Agreement shall be governed by and subject to the laws of the State of California, applicable to agreements made and to be wholly performed within such state.
12. ASSIGNABILITY: Licensee and Licensor shall have the right to assign this Agreement and any rights granted to Licensee or Licensor hereunder, and any of their respective obligations hereunder, to any third party, in which event this license shall be binding upon and shall inure to the benefit of the respective successors and/assigns of the parties hereto; provided, however, that Licensee and Licensor shall remain secondarily liable with regard to their respective duties under this Agreement.
13. NOTICES: All notices hereunder shall be in writing and shall be given by personal delivery to an officer of Licensee or Licensor, or by mail in the United States mail, postage pre-paid, or by telecopier, or by telegraph with all charges pre-paid, at the addresses set forth herein, or such other address as either Licensee or Licensor may designate by notice to the other, and the date of such personal delivery, mailing, telecopying, or telegraphing shall be the time of the giving of such notice.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date and year first above written.

FLYER ENTERTAINMENT

NETTWERK PRODUCTIONS

FED ID# 98-0180464

By: _____

By: _____

Title: _____

Title: BUSINESS AFFAIRS

An authorized signatory

An authorized signatory

Address:

Address:

12100 Olympic Blvd. Suite 335

1650 West 2nd Avenue

Los Angeles, CA 90064

Vancouver, BC V6J 4R3

U.S.A.

Canada

THE
BICYCLE MUSIC COMPANY

449 S. BEVERLY DR. SUITE 300
BEVERLY HILLS, CA 90212

310-286-6600
F 310-286-6622

WWW.BICYCLEMUSIC.COM

As of March 16, 2012

Flyer Entertainment
o/b/o its client, Fox Home Entertainment (collectively "Licensee")
12100 Olympic Blvd #335
Los Angeles, CA 90064

The following, when signed by Licensee and Anthem Music and Media Group d/b/a The Bicycle Music Company c/o Penny Farthing Music (ASCAP) o/b/o Roy Berry Works At Planet Radio (ASCAP) ("Licensor") shall constitute our agreement to modify and amend ("Amendment") the Synchronization License dated January 7, 2011 ("Agreement") regarding use of the composition entitled **"DOORWAYS"** ("Composition") in the promotional trailer entitled Fox Million Moments "Generic" ("Promotion").

1. In consideration of an additional payment of Six Thousand U.S. Dollars (\$6,000.00), Licensee's rights in the Promotion shall extend to include one (1) background vocal use for sixty seconds (0:60) in out-of-home use throughout the U.S.A. and Canada, commencing as of the date of this Amendment and terminating on July 31, 2012.

2. Except as herein modified and amended, all terms and conditions of the Agreement are hereby ratified and affirmed and shall remain in full force and effect.

ACCEPTED AND AGREED:

Anthem Music and Media Group
d/b/a The Bicycle Music Company
449 South Beverly Drive, Suite 300
Beverly Hills, CA 90212

Flyer Entertainment
o/b/o its client, Fox Home Entertainment
12100 Olympic Blvd #335
Los Angeles, CA 90064

By: _____
An authorized signatory

By: _____
An authorized signatory

MASTER USE LICENSE
ADVERTISEMENT

This Master Use License Agreement (the "Agreement") is made and entered into as of March 30, 2012 by and between Nettwerk Productions ("Licensor") and Flyer Entertainment ("Licensee").

- A. Licensor is the exclusive owner of those certain master recordings (the "Master"), including the sound recording copyrights therein, embodying the musical performance of Radical Face (the "Artist") of the musical composition entitled "Doorways" (the "Composition").
- B. Licensee as agent for Fox Million Moments (the "Client") is engaged in the business of producing and exploiting television advertisements and, with respect thereto, has produced an advertisement entitled "Fox Own The Moments Generic" (the "Advertisement").
- C. Licensee desires to utilize the Master in connection with the creation of the Advertisement and the marketing of Fox Million Moments (the "Product").

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:

- 1. **USE:** The length, number and type of uses of the Master to be licensed by Licensee hereunder is as follows:
 - a.

	Length	Type
a.	0:60	Background Vocal
- 2. **TERRITORY:** The territory covered under this license shall be North America (the "Territory").
- 3. **GRANT OF RIGHTS:** Subject to the terms hereof, Licensor hereby grants to Licensee as agent for the Client the non-exclusive, limited right, license and authority to do any or all of the following only:
 - a. To record and to re-record and dub throughout the Territory the aforesaid type and use of the Master in synchronization or timed relation with the Advertisement for the Product, but not otherwise, and to make copies of such Advertisement containing the Master, all in accordance with the terms, conditions, and limitations set forth herein. Licensor shall supply Licensee, upon Licensee's request, with a tape copy of the Master for use as specified herein, and Licensee shall pay Licensor's usual charges in connection with the making and delivering of any such tape copy;

- b. To exhibit the Master as embodied in the Advertisement, and portions thereof, to audiences throughout the Territory by means of Out of Home media, all in accordance with the terms, conditions, limitations, and reservations hereinafter set forth.
4. TERM: The Master may be used in the Program from March 16, 2012 until July 31, 2012 (the "Term").
5. ANCILLARY PAYMENTS: Licensee shall make any and all payments to all musicians, vocalists, arrangers, and copyists whose performances are embodied in the Master which may be required under the American Federation of Musicians Labor Agreement, the American Federation of Television and Radio Artists Labor Agreement, or any other applicable and binding union agreement in connection with the so-called "re-use" of the Master. Further, Licensee shall make any and all necessary synchronization license payments to the publisher(s) of the compositions embodied in the Master. Licensee shall indemnify Licensor and hold Licensor free and harmless from and against any and all claims, liabilities, costs, losses, damages or expenses, including reasonable attorney's fees and court costs, arising out of any failure or breach by Licensee with respect to its obligations as set forth in this paragraph.
6. MASTER USE FEE: For the use of the Master in connection with the Advertisement as set out in paragraph 3 above, Licensee shall pay to Licensor the sum of Six Thousand United States Dollars (USD \$6,000.00) (the "Fee") on a most favoured nations basis with the licensor of the rights in the Composition used in the Advertisement provided that such licensor is granting substantially the same rights in the Composition as Licensor has granted in the Master hereunder.
7. PAYMENT DEFAULT:
 - a. Licensee shall pay Fee no later than Thirty (30) days following the date of receipt of the Agreement if delivered via courier or email, or Forty (40) days from date of postmark if delivered via regular post. In the event that Licensee fails to pay to Licensor the Fee as specified herein, Licensor shall give Licensee written notice that, unless such default is remedied within Thirty (30) days from receipt of the notice, such default shall constitute a breach of this Agreement and an infringement of the Licensor's copyright in the Master;
 - b. Licensor's rights and remedies in the event of a breach or alleged breach of this Agreement by Licensee, other than a failure by the Licensee to pay the Fee to the Licensor, shall be limited to Licensor's right, if any, to recover damages in an action at law and in no event shall Licensor be entitled by reason of any breach or alleged breach to enjoin, restrain or seek to enjoin or restrain the distribution or other exploitation of the Advertisement.

8. NON-EXCLUSIVITY: All rights granted hereunder are granted on a non-exclusive basis and Licensor shall have the right to grant similar licenses for the use of the Master to other licensees without limitation.
9. RESERVATION OF RIGHTS: This Agreement does not authorize or permit any use of the Master not expressly set forth herein, and all other rights are expressly reserved. By way of clarification and not in limitation thereof, this license does not grant the right to record the Master on any phonograph records, cassettes, compact discs, or other sound-only configurations now known or unknown.
10. LICENSOR WARRANTY: Licensor warrants that it (i) owns or controls all rights in and to the Master and that the consent of no other party is required in connection with Licensee's use of the Master as herein authorized, with the exception of the parties set forth in paragraph 5 hereof, which consent Licensee shall obtain, and (ii) that it has the legal right to grant this license, and this license is given and accepted without any other warranty or recourse. If said warranty shall be breached in whole or in part, Licensor shall either re-pay to Licensee the consideration theretofore paid to Licensor by Licensee for this license, to the extent of the part thereof which is breached, or shall hold Licensee harmless to the extent of the consideration theretofore paid to the Licensor by Licensee for this license. In no event shall Licensor's total liability exceed the amounts received by it hereunder.
11. LEGAL ACTION: This Agreement shall be governed by and subject to the laws of the State of California, applicable to agreements made and to be wholly performed within such state.
12. CUE SHEET: Licensee shall prepare and deliver to Licensor a cue sheet for the Advertisement containing the Master, indicating the use and time sequence of the Master, within a reasonable time after such version has been first exhibited.
13. ASSIGNABILITY: Licensee and Licensor shall have the right to assign this Agreement and any rights granted to Licensee or Licensor hereunder, and any of their respective obligations hereunder, to any third party, in which event this license shall be binding upon and shall inure to the benefit of the respective successors and/assigns of the parties hereto; provided, however, that Licensee and Licensor shall remain secondarily liable with regard to their respective duties under this Agreement.
14. NOTICES: All notices hereunder shall be in writing and shall be given by personal delivery to an officer of Licensee or Licensor, or by mail in the United States mail, postage pre-paid, or by telecopier, or by telegraph with all charges pre-paid, at the addresses set forth herein, or such other address as either Licensee or Licensor may designate by notice to the other, and the date of such personal

delivery, mailing, telecopying, or telegraphing shall be the time of the giving of such notice.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date and year first above written.

FLYER ENTERTAINMENT

NETTWERK PRODUCTIONS
FED ID# 98-0180464

By: _____

By: _____

Title: _____

Title: BUSINESS AFFAIRS

An authorized signatory

An authorized signatory

Address:

Address:

12100 Olympic Blvd., Suite 335
Los Angeles, CA 90064
U.S.A.

1650 West 2nd Avenue
Vancouver, BC V6J 4R3
Canada

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge John F. Walter and the assigned discovery Magistrate Judge is Jay C. Gandhi.

The case number on all documents filed with the Court should read as follows:

CV12- 5829 JFW (JCGx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address:

Kyle P. Kelley, Esq. [State Bar No. 178302]
 Law Offices of Kyle P. Kelley
 433 N. Camden Drive, Suite 965
 Beverly Hills, CA 90210
 Tel: (310) 273-0590 Fax: (310) 273-1115

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

ANTHEM MUSIC & MEDIA GROUP, a Delaware
 limited liability company, doing business as THE
 BICYCLE MUSIC COMPANY

PLAINTIFF(S)

v.

FLYER ENTERTAINMENT, INC., a California
 Corporation; TWENTIETH CENTURY FOX HOME
 ENTERTAINMENT, a business entity form unknown

DEFENDANT(S).

CASE NUMBER

CV12-05829 JFW(JLtx)

SUMMONS

TO: DEFENDANT(S):

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Kyle P. Kelley, Esq., whose address is 433 N. Camden Drive, Suite 965, Beverly Hills CA 90210. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

JUL - 6 2012

Dated: _____

Clerk, U.S. District Court

By: _____

Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

Name & Address:

Kyle P. Kelley, Esq. [State Bar No. 178302]
 Law Offices of Kyle P. Kelley
 433 N. Camden Drive, Suite 965
 Beverly Hills, CA 90210
 Tel: (310) 273-0590 Fax: (310) 273-1115

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

ANTHEM MUSIC & MEDIA GROUP, a Delaware
 limited liability company, doing business as THE
 BICYCLE MUSIC COMPANY

PLAINTIFF(S)

v.

FLYER ENTERTAINMENT, INC., a California
 Corporation; TWENTIETH CENTURY FOX HOME
 ENTERTAINMENT, a business entity form unknown

DEFENDANT(S).

CASE NUMBER

CV12-05829

JFW(JLBx)

SUMMONS

TO: DEFENDANT(S):

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ _____ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Kyle P. Kelley, Esq., whose address is 433 N. Camden Drive, Suite 965, Beverly Hills CA 90210. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

JUL - 6 2012

Clerk, U.S. District Court

JULIE PRADO

By: _____

Deputy Clerk

(Seal of the Court)



1154

Dated: _____

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/> ANTHEM MUSIC & MEDIA GROUP, a Delaware limited liability company, doing business as THE BICYCLE MUSIC COMPANY		DEFENDANTS FLYER ENTERTAINMENT, INC., a California Corporation; TWENTIETH CENTURY FOX HOME ENTERTAINMENT, a business entity form unknown	
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Kyle P. Kelley, Esq. [Telephone: (310) 273-0590] 433 N. Camden Drive, Suite 965 Beverly Hills, California 90210		Attorneys (If Known)	

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:35%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:45%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td align="center"><input checked="" type="checkbox"/> 1</td> <td align="center"><input checked="" type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td align="center"><input type="checkbox"/> 4</td> <td align="center"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td align="center"><input type="checkbox"/> 2</td> <td align="center"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td align="center"><input type="checkbox"/> 5</td> <td align="center"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td align="center"><input type="checkbox"/> 3</td> <td align="center"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td align="center"><input type="checkbox"/> 6</td> <td align="center"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.)
☒ 1 Original Proceeding
 ☐ 2 Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 ☐ 5 Transferred from another district (specify):
 ☐ 6 Multi-District Litigation
 ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: **JURY DEMAND:** ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)
CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No
 MONEY DEMANDED IN COMPLAINT: \$ App. \$80,000 plus atty fees & int.

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 Copyright Infringement under 17 U.S.C. Section 501 et seq.

VII. NATURE OF SUIT (Place an X in one box only.)					
OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE / PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input checked="" type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

CV12-05829

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District, California County outside of this District, State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District, State, if other than California; or Foreign Country
Plaintiff Anthem Music & Media Group -- Los Angeles County	

- (b) List the County in this District, California County outside of this District, State if other than California; or Foreign Country, in which **EACH** named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c)

County in this District:*	California County outside of this District, State, if other than California; or Foreign Country
Defendant Flyer Entertainment, Inc. -- Los Angeles County Fox Home Entertainment -- Los Angeles County	

- (c) List the County in this District, California County outside of this District, State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District, State, if other than California; or Foreign Country
Los Angeles	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved.

X. SIGNATURE OF ATTORNEY (OR PRO PER):  **Date** July 5, 2012

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))